

**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEW MEXICO**

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ERIN FOY,

Plaintiff,

v.

UNION DEVELOPMENT  
CORPORATION d/b/a BUILD NEW  
MEXICO, and STATE FARM MUTUAL  
AUTOMOBILE INSURANCE CO.,

Defendants.

No. 1:17-cv-00992-PJK-SCY

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**ORDER GRANTING LEAVE TO AMEND**

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THIS MATTER comes before the court on Plaintiff's Motion to Amend Complaint filed February 13, 2018. ECF No. 28. Upon consideration thereof, the motion is granted. The request comes prior to March 1, 2018, the date contemplated in the joint status report for Plaintiff to amend the complaint or join additional parties. ECF No. 25, at 2. Defendant State Farm contends that allowing amendment is contrary to the agreement reached at the scheduling conference and that it will cause prejudice. ECF No. 30, at 4. At the same time, State Farm also recognizes that the amended complaint could become germane if dispositive motions on the non-bad faith claims do not resolve the matter. Id. Under the circumstances, and given the policies behind liberal amendment in

the early stages of litigation, the court will allow it. See Fed. R. Civ. P. 15(a)(2);  
Calderon v. Kan. Dep't of Soc. & Rehab. Servs., 181 F.3d 1180, 1186 (10th Cir. 1999).  
Plaintiff shall file her amended complaint within ten days from the entry of this order.

DATED this 27th day of March 2018, at Santa Fe, New Mexico.

  
UNITED STATES CIRCUIT JUDGE  
Sitting by Designation